

**Frank D. French d/b/a French Installations; Cheryl French d/b/a Modular Case Work Installations; and Modular Case Work Installations, Inc., as alter egos or a single employer and Carpenters District Council of Kansas City and vicinity, affiliated with United Brotherhood of Carpenters and Joiners of America, AFL-CIO.**  
Case 17-CA-15764

February 7, 1994

# SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND TRUESDALE

On April 2, 1993, the National Labor Relations Board issued an unpublished Decision and Order approving the parties' Settlement Stipulation and ordering Frank D. French d/b/a French Installations, Cheryl French d/b/a Modular Case Work Installations, and Modular Case Work Installations, Inc., as alter egos or a Single Employer (the Respondent), inter alia, to restore and continue in full force and effect all the terms and conditions of employment contained in the provisions of its collective-bargaining agreement with the Union, for the period February 15, 1991, to March 31 1993, including making all payments to the health and welfare, pension, and apprenticeship funds, and to make whole, with interest, all present and former unit employees for any losses suffered as a result of the Respondent's failure to pay the contractually mandated wage rates and to make contributions to the funds, in violation of the National Labor Relations Act. On May 4, 1993, the United States Court of Appeals for the Tenth Circuit entered its judgment enforcing the Board's Order.

A controversy having arisen over the amount of backpay and fringe benefits due, on July 16, 1993, the Regional Director for Region 17 issued a compliance specification and notice of hearing alleging the amounts due under the Board's Order, and notifying the Respondent that it should file a timely answer complying with the Board's Rules and Regulations.

Although the Respondent initially filed an answer and amended answer to the compliance specification, on November 8, 1993, the Respondent, through its agent and representative, Frank D. French, withdrew its answer and amended answer to the compliance specification and stated that it would not be filing any other answers to the compliance specification.

Thereafter, on November 15, 1993, the General Counsel filed with the Board a Motion to Transfer Case to the Board and for Summary Judgment, with exhibits attached. On November 17, 1993, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no re-

sponse. The allegations in the motion and in the compliance specification are therefore undisputed.

## Ruling on the Motion for Summary Judgment

Section 102.56(a) of the Board's Rules and Regulations provides that the Respondent shall file an answer within 21 days from service of a compliance specification. Section 102.56(c) of the Board's Rules and Regulations states:

If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate.

According to the uncontroverted allegations of the Motion for Summary Judgment, the Respondent, although having initially filed an answer and amended answer to the compliance specification, subsequently withdrew its answers. Such a withdrawal has the same effect as the failure to file an answer, i.e., the allegations are considered to be admitted.<sup>1</sup> Accordingly, we conclude that the amount of backpay and fringe benefits due are as stated in the compliance specification and we will order payment by the Respondent of the amounts, plus interest accrued on the amounts to the date of payment.

## ORDER

The National Labor Relations Board orders that the Respondent, Frank D. French d/b/a French Installations, Cheryl French d/b/a Modular Case Work Installations, and Modular Case Work Installations, Inc., as alter egos or a Single Employer, Shawnee, Kansas, its officers, agents, successors, and assigns, shall pay the following amounts to the named funds and individuals, plus interest:

Carpenters Health and Welfare Plan	\$14,720.09
Carpenters Pension Plan	17,009.36
Builder's Association, Carpentry, Apprenticeship and Industry Fund	1,244.59
Brian Quinn	\$ 3,956.00
Ron Clifford	3,965.00
Robert Schrader	3,066.75
Steve Lancaster	3,635.50
Patrick Glunt	885.50
Paul French	294.00
Sam French	2,208.00
Jerry Summers	856.75
Greg Ashlock	606.00
Ted French	10,175.00
Jeff Eldridge	1,941.50

<sup>1</sup> See *Maislin Transport*, 274 NLRB 529 (1985).

Ronald Chambers	3,199.88
John Christopherson	3,038.88
Daniel Times	2,510.00
Tom Armour	240.00
Matt Couch	448.50
Joseph Eiken	4,036.50
Keith Johnson	112.00
Gaylon Wallace	1,748.00
Roger Erickson	260.00
William Boyle	523.25
Chris Simpson	3,854.75
Gary Simpson	4,338.75
Paul Shepherd	210.00
Clinton J. Harle	1,664.63
Shane Goss	4,962.25

Keith Reeves	4,232.00
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Dated, Washington, D.C. February 7, 1994

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James M. Stephens,	Chairman
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Dennis M. Devaney,	Member
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John C. Truesdale,	Member
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(SEAL) NATIONAL LABOR RELATIONS BOARD